

Return Name and Address:

Benton County Corrections Department
7122 W. Okanogan Place, Bldg. B
Kennewick, WA 99336

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. **MEMORANDUM OF UNDERSTANDING BETWEEN BENTON COUNTY JAIL AND SOCIAL SECURITY ADMINISTRATION**

Grantor(s) (Last name first, first name, middle initials):

1. **BENTON COUNTY**
2. **BENTON COUNTY CORRECTIONS DEPARTMENT**

Additional names on page _____ of document.

Grantee(s)(Last name first, first name, middle initials):

1. **SOCIAL SECURITY ADMINISTRATION**

Additional names on page _____ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)
N/A

Additional legal is on page _____ of document.

Reference Number(s) of documents assigned or released:

N/A

Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number:

N/A

Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RESOLUTION 2020 660

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF AN INCENTIVE PAYMENT MEMORANDUM OF UNDERSTANDING BETWEEN THE BENTON COUNTY JAIL AND SOCIAL SECURITY ADMINISTRATION

WHEREAS, the Benton County Sheriff and the Social Security Administration (SSA) has an Incentive Payment Memorandum of Understanding (IPMOU) in place that was signed and dated June 13, 2000 that is set to terminate November 8, 2020; and

WHEREAS, the purpose of the IPMOU is to set the terms and conditions under which the SSA will pay the County for information reported on individuals who are confined by court order in connection with a criminal offense at the time during the period covered by the IPMOU; and

WHEREAS, the Benton County Jail has since transitioned from the Sheriff's Office and formed the Benton County Corrections Department (BCCD) and both BCCD and SSA would like to renew the IPMOU; NOW, THEREFORE

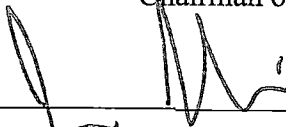
BE IT RESOLVED, the Board of Benton County Commissioners, Benton County, Washington hereby concurs with the attached Incentive Payment Memorandum of Understanding (IPMOU) between the Benton County Jail and Social Security Administration and hereby authorizes the Chairman of the Board to sign the attached IPMOU attached hereto; and

BE IT FURTHER RESOLVED, the attached IPMOU shall commence November 9, 2020 and shall auto renew each year. Either party may terminate the IPMOU by giving the other party a 90 calendar days' notice.

Dated this 29 day of September, 2020.

JAMES BEAVER-ABSENT

Chairman of the Board


Member


Member

Constituting the Board of Commissioners
of Benton County, Washington.

Attest.....


Clerk of the Board

Orig: BCCD
cc: Auditor, S. Godinez, SSA

Prepared by: L. Small

**INCENTIVE PAYMENT MEMORANDUM OF UNDERSTANDING (IPMOU)
BETWEEN
THE SOCIAL SECURITY ADMINISTRATION
AND THE
BENTON COUNTY JAIL (WA0134)**

I. Purpose

The purpose of this agreement is to set forth the terms and conditions under which a State or local facility or institution (Reporter) will provide to the Social Security Administration (SSA) information about certain individuals who are confined in a facility or institution by court order in connection with a criminal offense at any time during the period covered by this agreement. The Reporter may provide information on its own behalf or on behalf of other facilities and institutions. SSA will pay the Reporter for the information in accordance with law. SSA may use the information to administer its programs under the Social Security Act (Act), including but not limited to: suspending Retirement, Survivors and Disability (RSDI) benefits under Title II of the Act; suspending Supplemental Security Income (SSI) under Title XVI of the Act; and investigating and monitoring the performance of representative payees who are confined in a facility or institution by court order in connection with a criminal offense at any time during the period covered by this agreement. SSA may also disclose information provided to SSA by the Reporter in accordance with sections 202(x) and 1611(e) of the Act and as further described in Section IX of this agreement.

II. Legal Authority

- A. This agreement is entered into under sections 202(x)(3)(B) and 1611(e)(1)(I) of the Act, which authorize SSA to enter into agreements with any interested State or local institutions (such as jails, prisons, penal institutions, correctional facilities, or other institutions (e.g., mental facilities) in which people are confined by court order at public expense) to obtain information about certain confined individuals and to pay for this information. Sections 202(x) and 1611(e) of the Act specify what information the reporting institutions should provide to SSA and authorize SSA to disclose the information obtained from institutions, in certain circumstances.
- B. Section 202(x)(1)(A) of the Act requires SSA to suspend payment of Title II benefits to: (1) beneficiaries confined in a jail, prison, or other penal institution or correctional facility following a criminal conviction; (2) certain other individuals confined at public expense in an institution or mental facility; and (3) beneficiaries considered to be "sexually dangerous individuals."
- C. For Title II recipients, section 202(x)(1)(A) suspends payments for any month ending with or during, or beginning with or during, a period of more than 30 days throughout all of which such individual is confined.

- D. For Title XVI recipients, section 1611(e)(1)(A) of the Act prohibits SSA from making payments to inmates of public institutions (such as prisons or mental health institutions) for any month during which the recipient is confined throughout the month.
- E. Under sections 205(j)(1)(A), 1631(a)(2)(A)(iii), and 1631(a)(2)(B) of the Act, SSA may investigate and monitor the performance of representative payees who are confined in a facility or institution and may revoke their certification for payment of benefits if warranted.
- F. Section 552a(a)(8)(B)(viii) of Title 5, U.S.C., as amended by section 402(a)(2) of Public Law 106-170, exempts this agreement, and information exchanged under this agreement, from certain provisions of the Privacy Act relating to computer matches.
- G. SSA's disclosure of information about individuals whose payments have been suspended is authorized by and consistent with section 552a(b)(3) of the Privacy Act 1974, 5 U.S.C. § 552a(b)(3); section 401.150 of SSA's privacy regulations, 20 C.F.R. § 401.150; and section 1106 of the Act, 42 U.S.C. § 1306.

III. Definitions

- A. **“Certain Other Individuals Confined at Public Expense”** are individuals confined by court order for more than 30 continuous days in any institution at public expense in connection with:
 - (1) a verdict or finding that the individual is guilty of a criminal offense but insane; or
 - (2) a verdict or finding that the individual is not guilty of a criminal offense by reason of insanity; or
 - (3) a finding that the individual is incompetent to stand trial under an allegation of a criminal offense; or
 - (4) a similar verdict or finding with respect to such an offense based on similar factors (such as a mental disease, a mental defect, or mental incompetence).Such an individual is considered confined until: (1) he or she is released from the care and supervision of such institution; and (2) such institution ceases to meet the individual's basic living needs.
- B. **“Confined”** refers to the status of an individual who is residing in, or under the custody of, a state or local facility or institution by court order in connection with a criminal offense at any time during the period covering this agreement.
- C. **“Confined individual”** for purposes of correctional institution reporting refers to an inmate who is residing in, or under the custody of a State or local correctional facility or institution in connection with an arrest or conviction for committing a criminal offense. A

confined individual for purposes of mental health institution reporting refers to an inmate who had a prior connection with a criminal offense, but was determined mentally not responsible for his or her crime and was committed by court order to the custody of a State or local mental health institution for treatment.

- D. **“Conviction”** means the judgment in a criminal case that an individual is guilty of a crime. It may result from a verdict or finding of guilty, a plea of guilty, or a plea of nolo contendere (no contest).
- E. **“Disclosure”** means the release of information (data) with or without the consent of the individual(s) to whom the information pertains.
- F. **“Facility Identification Code”** means the six-character code that SSA will assign to a confining facility or institution that is covered by this agreement. This code must be furnished with each submission of data to SSA concerning the facility/institution’s confined individuals in order for SSA to process any incentive payments due the facility/institution under this agreement.
- G. **“More than 30 continuous days,”** for Title II purposes, means that an individual remains confined in an institution for a period of more than 30 continuous days following a conviction or court-ordered confinement. Suspension applies for a month where the individual has been confined for any part of that month.

Example 1: Individual is convicted on April 28, enters an institution on April 30 and is released on June 3. The individual would be confined for more than 30 continuous days. Benefits would be suspended for all three months, April, May, and June.

Example 2: On February 2, a court orders an individual to undergo a mental evaluation to determine his competency to stand trial. The individual’s attending psychiatrist provides his mental evaluation to the judge for a competency ruling. On May 1, based on the individual’s mental evaluation, the court finds that the individual is incompetent to stand trial for a criminal offense and orders that the individual be confined in an institution at public expense. The individual enters the institution on May 1 and is released on December 30. The individual would be confined for more than 30 continuous days in an institution. Benefits would be suspended from May through December.

- H. **“Record”** means any item, collection, or grouping of information about an individual that is maintained by an entity including, but not limited to, the individual’s criminal history, name, Social Security number (SSN), aliases, date of birth, gender, date of confinement, place of confinement, and prisoner or inmate status.
- I. **“Reporter Identification Code”** means the four-character code assigned by SSA to the Reporter that is party to the agreement and that will report information on its own behalf and/or on behalf of other facilities/institutions identified in this agreement.

- J. **“Representative Payee”** means the person, agency, organization, or institution selected by SSA to receive and manage benefits on behalf of an incapable SSA beneficiary. This includes a parent who is receiving benefits on behalf of the parent’s minor child.
- K. **“Sexually Dangerous Individuals”** are individuals, who immediately upon completion of a prison sentence for a criminal offense (an element of which is sexual activity), are confined for more than 30 continuous days by court order in an institution at public expense. These individuals are confined in an institution based on a determination or finding that they are sexually dangerous persons, sexual predators, or similar determinations or findings.
- L. **“State or Local Facility or Institution”** means: (1) State or local jails, prisons, penal institutions, or correctional facilities; or (2) State or local institutions or facilities, such as mental facilities, where individuals may be confined by court order in connection with a criminal offense.
- M. **“Throughout the month,”** for Title XVI purposes, means that a Title XVI recipient is confined in an institution at the beginning of a calendar month and remains confined throughout the entire month. Suspension applies in any month throughout which an individual is an inmate of a jail, prison, or other similar facility, or a public institution where an individual is confined by court order.

Example 1: If an individual enters an institution on April 30 and is released on June 3, the individual would be considered to be confined throughout May.

Example 2: If an individual enters an institution on May 1 and is released on June 30, the individual would not have been confined in an institution throughout either May or June.

Under the SSI program, an individual who is confined in a public institution is considered as remaining confined in a public institution if the individual is transferred from one such institution to another or if the individual is temporarily absent for a period of not more than 14 consecutive days. An individual is also considered confined in an institution throughout the month if the individual is confined at the start of a month but dies in the institution during the month.

IV. Responsibilities of the Parties

A. Reporter Responsibilities:

- (1) General - Provide SSA with identifying information for confined individuals in accordance with subsections (2) through (4) below.
- (2) Data Element Requirements - Provide SSA with the following data elements related to the identity of the confined individuals, if available:

- (a) Social Security Number (provide all numbers the individual has been known to use);
- (b) Name (provide first, middle, and last names, all combination of names, and Social Security numbers the individual has been known to use);
- (c) Date of Birth (known or alleged);
- (d) Confinement Date (provide the date the individual was admitted to the facility or the date custody of the individual began);
- (e) Date of Conviction for Criminal Offense (for correctional institution reporting) or Date of court order commitment (mental health institution reporting);
- (f) Facility Identification Code;
- (g) Date of Work Release;*
- (h) Date of Release from Confinement or Anticipated Dates of Release;*
- (i) Taxpayer Identification Numbers;*
- (j) Prison Assigned Inmate Numbers (if applicable);*
- (k) Last Known Addresses;* and
- (l) Other identifying information as required in the attached Enumeration Verification System (EVS) User Package for Penal Institutions and Mental Facilities (EVS User Package) (Attachment A) and any amendments to this package published subsequent to the effective date of this agreement.

The Reporter will furnish SSA with reports (electronic file or paper report, if appropriate) containing the data elements listed in (a-f) and (l) above for confined individuals whose confinement commences after the parties sign this agreement. In addition, upon written notification from SSA that it has the capacity to accept the additional data elements listed in (g-k), the Reporter will furnish SSA with monthly prisoner reports containing all data elements listed above (provided such data is available). The Reporter will follow the specific prisoner record reporting format information and monthly reporting instructions in the attached EVS User Package and any amendments to this package published subsequent to the effective date of this agreement.

*Do not report these data elements at this time. In the future, SSA will contact the Reporters and request that each Reporter expand its monthly prisoner reports to include these additional data elements.

- (3) Method of Delivery - Send the data to SSA via a secure electronic media, as negotiated with SSA, such as Government-to-Government Services Online (GSO) or a form of secure file transfer.
- (4) Timing and Scope of Reports - Submit the data elements required by subsection (2) to SSA in the following sequence and manner:
- (a) If this is the Reporter's first time submitting data, it must submit a report on total population of confined individuals, commonly referred to as a census report.
- (b) Next, the Reporter must submit files monthly; the file must be submitted for the calendar month preceding the month in which the report is submitted. The monthly report should consist of:
- data for those individuals who are admitted to the facility/institution at any time during the period from the first day of the reporting month to the last day of that month (e.g., newly admitted confined individuals); and
 - when available, data for those individuals already in the custody of the facility/institution who have subsequently been convicted since the facility/institution initially began reporting data to SSA.
- (c) To be eligible for the maximum incentive payment of \$400 under the Title XVI incentive payment schedule (see Section VI(C)(1)(b) for details), the Reporter must submit files every 15 calendar days. The file must be submitted for each 15-calendar day period in a month preceding the day in which the report is submitted. Each 15-day report should consist of:
- data for those individuals who are admitted to the facility/institution at any time during the period from the first day of the first 15-day reporting period to the 15th day of that reporting period (e.g., newly admitted confined individuals); and,
 - when available, data for those individuals already in the custody of the facility/institution who have subsequently been convicted since the facility/institution initially began reporting data to SSA.
- (d) Every two years, the Reporter must provide SSA with a periodic inmate population report, upon SSA's written request. In the request, SSA will specify the requested inmate population and provide the Reporter with the reporting format and instructions for sending such periodic inmate population reports.

B. SSA Responsibilities:

- (1) Match the data elements received from the Reporter against the following systems of records:
 - (a) Master Files of Social Security Number Holders and SSN Applications, System of Records Notice (SORN) 60-0058, originally published at 75 Federal Register (Fed. Reg.) 82121 on December 29, 2010 and updated on July 5, 2013 at 78 Fed. Reg. 40542; February 13, 2014 at 79 Fed. Reg. 8780; July 3, 2018 at 83 Fed. Reg. 31250-31251; and November 1, 2018 at 83 Fed. Reg. 54969;
 - (b) Master Representative Payee File, SORN 60-0222, originally published at 78 Fed. Reg. 23811 on April 22, 2013 and updated on July 3, 2018 at 83 Fed. Reg. 31250-31251 and November 2, 2018 at 83 Fed. Reg. 55228;
 - (c) Master Beneficiary Record (MBR), SORN 60-0090, originally published at 71 Fed. Reg. 1826 on January 11, 2006 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 5, 2013 at 78 Fed. Reg. 40542; July 3, 2018 at 83 Fed. Reg. 31250-31251; and November 1, 2018 at 83 Fed. Reg. 54969; and
 - (d) Supplemental Security Income Record and Special Veterans Benefits, SORN 60-0103, originally published at 71 Fed. Reg. 1830 on January 11, 2006 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 3, 2018 at 83 Fed. Reg. 31250-31251 and November 1, 2018 at 83 Fed. Reg. 54969.
- (2) After validating or locating the proper Social Security number, SSA will:
 - (a) determine if the individual is receiving SSI or RSDI benefits;
 - (b) determine whether the individual has received an SSI benefit in the month preceding the first month throughout which such individual was confined;
 - (c) determine whether the individual has received an RSDI benefit in the month preceding the first month during which such individual was confined;
 - (d) determine whether the individual has been confined throughout the month for SSI or confined for more than 30 continuous days for RSDI;
 - (e) notify the individual of SSA's planned suspension action and provide the individual with an opportunity to contest the planned action under applicable regulations, if the law requires SSA to suspend SSI or RSDI;
 - (f) suspend SSI and RSDI payments as required by law and notify the individual of the suspension action and his/her right to appeal;
 - (g) determine whether such individual is acting as a representative payee;

- (h) investigate and determine whether revocation of representative payee certification is appropriate under applicable law as cited in Article II;
- (i) pay the Reporter as specified under this agreement; and
- (j) provide the Reporter with a notice of the amount of the incentive payment, the payment date, the total number of suspended individuals, and a list of the individuals suspended. SSA will include with such list only the minimal identifying information from its Prisoner Update Processing System (SORN 60-0269, originally published at 64 Fed. Reg. 11076 on March 8, 1999 and updated on December 10, 2007 at 72 Fed. Reg. 69723; July 5, 2013 at 78 Fed. Reg. 40542; and November 1, 2018 at 83 Fed. Reg. 54969) that is necessary for SSA and the Reporter to account for payments made under this agreement.

V. Reporter Records

These records are compiled from **BENTON COUNTY JAIL (WA0134)**. Reporters must contact **Stephanie Winker** to establish electronic processes, such as GSO, with SSA systems.

VI. Incentive Payment Process

A. SSI (Title XVI) Incentive Payments:

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is:

- (1) receiving an SSI payment for the month preceding the first month throughout which the confined individual is in such facility/institution; and
- (2) determined by SSA to be ineligible for a SSI payment for the first month of confinement as a result of the information provided by the Reporter under this agreement.

B. RSDI (Title II) Incentive Payments:

SSA will pay an incentive payment to a Reporter covered by this agreement for information on a confined individual that the Reporter furnishes to SSA within the time periods specified below, if the confined individual is:

- (1) receiving an RSDI payment for the month preceding the first month during which the confined individual is in a facility/institution; and
- (2) determined by SSA to be ineligible for an RSDI payment for any part of the first month as a result of the information provided by the Reporter under this agreement.

C. SSA Payment:

- (1) SSA will pay the Reporter according to the following schedule:
 - (a) For RSDI payments:
 - \$400 if the Reporter furnishes the information to SSA on an inmate's confinement within 30 days after the inmate's confinement begins in the facility; or
 - \$200 if the Reporter furnishes an inmate's confinement information to SSA after 30 days but within 90 days after the inmate's confinement date at the facility.
 - (b) For SSI payments:
 - \$400 if the Reporter furnishes the information to SSA on an inmate's confinement within 15 days after the inmate's confinement begins in the facility; or
 - \$200 if the Reporter furnishes an inmate's confinement information to SSA after 15 but within 90 days after the inmate's confinement date at the facility.

NOTE: We will not pay an incentive payment for RSDI or SSI inmate information received after 90 days from the start of an inmate's confinement.

 - (c) We will pay a Reporter an incentive payment for each inmate report that leads to suspension of social security benefits under Title II or Title XVI. In some instances, a beneficiary may receive payments under both Title II and Title XVI. If we suspend payments under only one title, we fund the incentive payment from that Title's trust fund. If we suspend payments under both titles at the same time, we pay the Reporter only one full incentive payment. However, we fund 50% of the incentive payment from each Title's trust fund.
- (2) If SSA cannot validate the SSN of a confined individual, SSA will take no further action to suspend the confined individual's SSI or RSDI benefits.
- (3) SSA will not pay an incentive payment for information about a confined individual if, prior to SSA's receipt of the information, SSA has already determined that the individual is ineligible for SSI or RSDI payments, or if the only action taken by SSA is to suspend the individual from serving as a representative payee.
- (4) Payments made by SSA under this agreement represent incentive payments for data provided under this agreement when the data results in the suspension of SSI payments to confined individuals or suspension of RSDI payments for confined and convicted individuals.
- (5) The time SSA requires to verify the data, determine whether suspension of an individual's SSI or RSDI payment is appropriate, and provide due process to an

individual subject to a suspension action may vary from case to case and may last several months. Accordingly, several months may elapse from the time the Reporter provides information to the time SSA makes a payment.

- (6) SSA will pay incentive payments to the Reporter on a monthly basis by electronic transfer of funds. The Reporter will name a financial institution and provide the information required on the attached Automated Clearing House Vendor/Miscellaneous Payment Enrollment Form (SF 3881) to receive its incentive payments by electronic transfer of funds.
- (7) SSA will provide the Reporter with a notice of the amount of the incentive payment, the payment date, the total number of suspended individuals, and a list of individuals suspended, subject to the limitations noted in Section IV(B)(2)(j). Disputes involving these incentive payments and any allegations regarding improperly paid incentive payments will be considered by the Regional Prisoner Coordinator designated in section XII.A. The Reporter should forward a written request describing the dispute in detail to the Regional Prisoner Coordinator designated in Article XII.A. within 30 days of its receipt of the relevant incentive payment notice.

VII. Notice, Verification, and Opportunity to Contest

- A. SSA will verify information obtained under this agreement prior to SSA initiating any adverse action against an individual. Pursuant to its applicable regulations, SSA will inform the individual by written notice that it has received specified information indicating that the individual is confined under the jurisdiction of a named prison system or other public institution beginning (month/year) and that, by law, SSI payments and/or RSDI benefits must be suspended. SSA will afford the individual the opportunity to contest and submit information concerning the planned action to suspend such payments/benefits and to appeal SSA's determination to suspend payments/benefits in accordance with applicable regulations.
- B. SSA is responsible for determining the most suitable representative payee to receive Title II and Title XVI payments. When SSA informs a representative payee of a change of representation for the affected beneficiary or recipient, based in part on the current payee's incarceration or confinement, the representative payee has 30 days to contest SSA's decision.
- C. SSA's final decision on the representative payee issue does not affect the eligibility or entitlement of a represented individual to the continued receipt of Social Security benefits or SSI payments. In the event that there is any adverse effect on the monthly benefits or payments to the beneficiary or recipient as a result of the data match under this agreement, or if a decision is made to change the representative payee, the beneficiary or recipient will receive notice of the change.

VIII. Security Procedures

A. General Requirements

For information disclosed and systems used to disclose information under this agreement, SSA and the Reporter will comply with applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a; the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. No. 113-283); related Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, “Managing Information as a Strategic Resource” (July 28, 2016), and Memorandum M-17-12, “Preparing for and Responding to a Breach of Personally Identifiable Information” (January 3, 2017); National Institute of Standards and Technology (NIST) directives; the Federal Acquisition Regulations; and other Federal laws, regulations, and directives that include requirements for safeguarding Federal information systems and personally identifiable information (PII). SSA and the Reporter recognize and will implement any applicable laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both parties are responsible for oversight and compliance of their contractors and agents.

B. PII Loss Reporting and Breach Notification

If SSA experiences a suspected or actual loss of PII received from the Reporter under the terms of this agreement, SSA will follow the loss reporting guidelines and breach notification procedures issued by OMB and notify the Reporter of the incident.

If an employee, contractor, or agent of the Reporter becomes aware of suspected or actual loss of PII received from SSA under the terms of this agreement (i.e., information about suspended individuals), he or she must immediately contact the Reporter’s Systems Security Contact identified below or his/her delegate. The Reporter must then notify the SSA Regional Prisoner Coordinator and SSA Systems Security Contact identified below. If, for any reason, the Reporter is unable to notify the SSA Regional Prisoner Coordinator or the SSA Systems Security Contact within 1 hour, the Reporter must report the incident by contacting SSA’s National Network Service Center at 1-877-697-4889. The Reporter will use the worksheet, attached as Attachment B, to quickly gather and organize information about the incident. In the future, SSA may update this worksheet to ensure continued compliance with OMB requirements. If SSA provides the Reporter with an updated worksheet, the Reporter will use the updated worksheet. The Reporter must provide to SSA information gathered about the incident and timely updates as any additional information about the loss of PII as it becomes available.

If the party that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other party.

C. Administrative Safeguards

SSA and the Reporter will restrict access to the data received under this agreement to only those authorized employees, officials, and contractors (“personnel”) who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, SSA and the Reporter will advise all personnel who will have access to the data received under this agreement of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

SSA and the Reporter will store the data received under this agreement in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as nonduty hours or when not in use (e.g., door locks, card keys, biometric identifiers). Only authorized personnel will transport the data received. SSA and the Reporter will establish appropriate safeguards determined by a risk-based assessment of the circumstances involved.

E. Technical Safeguards

SSA and the Reporter will process the data received under this agreement under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons cannot retrieve any data by computer, remote terminal, or other means. Systems personnel must enter personal identification numbers when accessing data on the agencies’ systems. SSA and the Reporter will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

F. Application of Policy and Procedures

SSA and the Reporter will adopt policies and procedures to ensure that the parties use the information contained in their respective records or obtained from each other solely as provided in this agreement. SSA and the Reporter will comply with these guidelines and any subsequent revisions.

G. Onsite Inspection

SSA has the right to monitor the Reporter’s compliance with FISMA and other security and safeguarding requirements in applicable laws, regulations, and directives. SSA has the right to make onsite inspections for auditing compliance, if necessary, for the duration or any extension of this agreement.

IX. Records Usage, Duplication, Redisclosure

A. Reporter’s Responsibilities:

- (1) The Reporter will use and access the information on suspended individuals (SSA data) only for accounting purposes authorized in this agreement.
- (2) The Reporter will not use the SSA data to extract information about individuals for any purposes not specified in this agreement.
- (3) The Reporter will not duplicate or re-disclose SSA data, within or outside of the Reporter's agency/entity, without the written permission of SSA, except as required by Federal law or authorized by this agreement. SSA will not give such permission unless the law requires re-disclosure or disclosure is required to accomplish the purposes of this agreement; where the law does not require re-disclosure, the decision whether to grant permission will be within SSA's discretion. For such permission, the Reporter must specify in writing what data it is requesting be duplicated or re-disclosed and to whom, and the reasons that justify such duplication or re-disclosure.
- (4) The Reporter will enter into a written agreement with each of its contractors and agents who need SSA data to perform their official duties whereby such contractor or agent agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements in this agreement. The Reporter will provide its contractors and agents with copies of this agreement and all related attachments before initial disclosure of SSA data to such contractors and agents. Prior to signing this agreement, and thereafter at SSA's request, the Reporter will obtain from its contractors and agents a current list of the employees of such contractors and agents with access to SSA data and provide such lists to SSA, upon request.
- (5) The Reporter's employees, contractors, and agents who access, use, or disclose SSA data in a manner or purpose not authorized by this agreement may be subject to civil and criminal sanctions pursuant to applicable Federal statutes.

B. SSA's Responsibilities:

- (1) SSA will use the information provided by the Reporter to:
 - a. determine which of the confined/convicted individuals are receiving payments, and to suspend these payments as required by law;
 - b. investigate and monitor the performance of representative payees; and
 - c. administer the Social Security Act (for example, SSA may use the prison information collected for data analytics purposes to detect patterns that may identify fraud in the programs administered by SSA).
- (2) SSA may also use and disclose the information obtained pursuant to this agreement as authorized by sections 202(x) and 1611(e) of the Act or as otherwise required by law.

- (3) SSA may store information provided by the Reporter within its PUPS, SORN No. 60-0269. When SSA does so, it may disclose information provided by Reporter based on the published routine uses in that SORN.

X. Records Retention and Disposition

- A. SSA will retire all identifiable records in accordance with the applicable Federal Records Retention Schedules (44 U.S.C. § 3303a).
- B. The Reporter will retain all data received from SSA only for the period required for the purposes described in this agreement and will then securely destroy all such data. The Reporter may retain data received from SSA to meet evidentiary requirements, provided that it retire such data in accordance with applicable state or local laws governing the Reporter's retention of records.

XI. Duration, Modification, and Termination of the Agreement

This agreement shall be effective as of November 9, 2020. Any modification or amendment of this agreement must be in writing and agreed to by both parties. Notwithstanding the foregoing, in the event of a change in applicable federal law or regulation that requires changes to the terms and conditions of this agreement, SSA may unilaterally make such modification or amendment by giving advance written notice to the Reporter. The Reporter will have 30 calendar days from the date it receives such notice to contact SSA if it desires to terminate this agreement in light of the modification or amendment.

Either party may terminate this agreement by giving the other party 90 calendar days of notice in writing. This agreement will remain in effect until terminated by either party.

XII. Contacts

The contacts for this agreement follow. Either party may update the below contacts, as needed, by providing written notification of the contact change to Stephanie Winker.

A. SSA Contacts

SSA Regional Prisoner Coordinator

STEPHANIE WINKER
701 5th Avenue, Suite 2900 M/S 303A
Seattle, WA 98104-7075
Phone: 206-615-2677
Email: Stephanie.A.Winker@ssa.gov

SSA Policy Contact
Judy Sale
Office of Representative Payee and Due Process

6401 Security Boulevard, 2-C-15 Robert M. Ball Building
Baltimore, MD 21235-6401
Telephone: (410) 965-8581
Email: Judy.Sale@ssa.gov

SSA Systems Security Contact
Jennifer Rutz, Director
Office of Information Security
Division of Compliance and Assessments
6401 Security Boulevard, Suite 3208 Annex
Baltimore, MD 21235
Telephone: (410) 966-8253
Email: Jennifer.Rutz@ssa.gov

SSA Technical Contact for Computer Operation:
STEPHANIE WINKER
701 5th Avenue, Suite 2900 M/S 303A
Seattle, WA 98104-7075
Phone: 206-615-2677
Email: Stephanie.A.Winker@ssa.gov

B. Reporter Contacts

Reporter Contact for Incentive Payments:
Sgt. Kandy Gonsalves
7122 W Okanogan Place, Bldg. B
Kennewick, WA 99336
Phone: (509) 783-1451 ext 3220
Email: Kandy.Gonsalves@co.benton.wa.us

Reporter Contact for the Electronic File Process:
**WASHINGTON ASSOCIATION OF SHERIFFS AND POLICE
CHIEFS Jaime Weimer**
3060 Willamette Drive NE
Lacey, WA 98516
Phone: (360) 486-2380
Email: jweimer@waspc.org

Reporter Contact for Accounting Information:
Cindi Kane
7122 W Okanogan Place, Bldg. B
Kennewick, WA 99336
Phone: (509) 783-1451
Email: Cindi.Kane@co.benton.wa.us

XIII. Integration Clause

This IPMOU, the EVS User Package (Attachment A), and the PII Loss Reporting Worksheet (Attachment B) constitute the entire agreement of the parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this agreement. This agreement shall take precedence over any other documents that may be in conflict with it, including any similar agreements entered into previously by the Reporter and SSA concerning disclosure of records of individuals confined in public institutions.

XIV. Authorized Signature

The signatories below warrant and represent that they have the competent authority on behalf of their respective entities to enter into the obligations set forth in this agreement.

Electronic Signature Acknowledgement: The signatories may sign this document electronically by using an approved electronic signature process. Each signatory electronically signing this document agrees that his/her electronic signature has the same legal validity and effect as his/her handwritten signature on the document, and that it has the same meaning as his/her handwritten signature.

Social Security Administration



Michelle King
Deputy Commissioner
for Budget, Finance, and Management

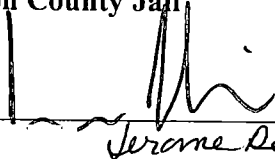
Date: February 13, 2019

**Social Security Administration
Region 10**

Mary Lisa Lewandowski
Regional Commissioner

Date

Benton County Jail

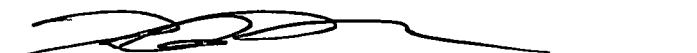


Jerome Delven
Chairman, Benton County Commissioner Pro Tem

9-29-2020

Date

Approved as to Form:



Ryan J Lukson, Civil DPA